

This instrument prepared by and return to:

30 Mitchell C. Fogel, Esq.  
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561-393-9111

**COLLATERAL RE-ASSIGNMENT OF  
NOTE AND DEED OF TRUST**

THIS COLLATERAL RE-ASSIGNMENT OF NOTE AND DEED OF TRUST (the "Re-Assignment") is made the date hereinafter written from **MAGNA BANK**, a federal savings bank ("Assignor") to **FERGUSON CAPITAL, LLC**, a Tennessee limited liability company ("Assignee").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and the payment of certain indebtedness and the settlement of certain obligations of Assignee described in and secured by that certain Collateral Assignment of Note and Deed of Trust ("Assignment") executed by Assignee in favor of Assignor, which Assignment is recorded in the Chancery Clerk's Office of Desoto County, Mississippi, Assignor does hereby transfer and re-assign to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to:

- (i) that certain Promissory Note dated March 5, 2010 executed by 3146 Goodman Road, LLC, a Mississippi limited liability company, in favor of Ferguson Capital, LLC in the original principal amount of \$1,571,500.00;
- (ii) that certain Deed of Trust dated March 5, 2010, executed by 3146 Goodman Road, LLC, a Mississippi limited liability company, in favor of Ferguson Capital, LLC, recorded in the Book 3140, Page 677, in Desoto County, Mississippi.
- (iii)

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, free and discharged from the lien of said aforementioned Deed of Trust and the indebtedness secured thereby.

This Re-Assignment is made by Assignor for the sole purpose of releasing the property secured by the above referenced Deed of Trust; and it is specifically understood and agreed that this Re-Assignment shall in no way alter, affect, or diminish the rights of Assignor in and to (a) the indebtedness evidenced by that certain Warehouse Revolving Note dated August 31, 2007, from Ferguson Capital, LLC to Magna Bank in the original principal amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00), together with any renewals, modifications, consolidations and extensions thereof (collectively the "Note"), and (b) the full and prompt payment and performance of any and all other obligations of Ferguson Capital, LLC to Magna Bank under any other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note and any other loan documents executed in connection therewith, according to the terms thereof.

IN WITNESS WHEREOF, Assignor has executed this Re-Assignment this 25<sup>th</sup> day of June, 2010.

LENDER:

MAGNA BANK

By: Edward L. Simpson

Title: EVP

#### ACKNOWLEDGEMENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Edward L. Simpson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the EVP of MAGNA BANK, a federal savings bank, the within named bargainor, and that he/she as such EVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as EVP.

WITNESS my hand and seal at office this 25<sup>th</sup> day of June, 2010.

Scott T. Williams  
Notary Public

My Commission Expires:

August 22, 2012



MY COMM. EXP. AUG. 22, 2012

PAFOGEL LAW GROUP CLIENT DIRECTORIES\Ferguson Capital, LLC\Athletic Club (MS 504 Loan)\Magna Bank Assignments\Collateral Re-Assignment of Note Mtg.doc